

EXHIBIT A

SUPPLEMENT NO. ____
(____ NATIONAL FOREST)
to the

STATE OF IDAHO, DEPARTMENT OF LANDS,
USDA FOREST SERVICE, NORTHERN AND INTERMOUNTAIN REGIONS,
ROAD RIGHT OF WAY CONSTRUCTION AND USE AGREEMENT

WHEREAS, the STATE OF IDAHO, DEPARTMENT OF LANDS, hereinafter referred to as "Cooperator" or "State", and the UNITED STATES OF AMERICA, by and through the Regional Foresters, Northern and Intermountain Regions, Forest Service, Department of Agriculture, hereinafter referred to as "Government", on the 13th day of January, 2003, entered into a Road Right of Way Construction and Use Agreement, hereinafter referred to as "Agreement" providing for construction and use of roads within the State of Idaho and within and adjacent to the National Forests in the Forest Service's Northern and Intermountain Regions within the State of Idaho, and

WHEREAS, said Agreement provides that a supplement thereto will be executed to cover any jointly financed roads, and

WHEREAS, the parties have now determined that the roads hereinafter described are to be jointly financed roads,

NOW, THEREFORE, in accordance with the provisions of said Agreement, the parties mutually agree as follows:

1. Identification of Road(s)

The road(s) to be jointly financed/cost shared (is)(are) as follows:

A. Road Name and/or Number, Segment (A-B/B-C/C-D, etc.)

*(Recommended Wording)

Beginning at (its junction with Road No. ____ in the)(a point on the ____ line of the) (40 acre subdivision or Lot legal description (SW $\frac{1}{4}$ NW $\frac{1}{4}$ or Lot 1, Sec. 8, T. ____ N., R. ____ E./W., BM) at milepost (____), being approximately (____) mile(s) in length, and ending at (its junction with Road No. ____ in the)(a point on the ____ line of the) (40 acre subdivision or Lot legal description (SW $\frac{1}{4}$ SW $\frac{1}{4}$ or Lot 2, Sec. 3, T. ____ N., R. ____ E./W., BM) at milepost (____), and in the approximate location shown on Exhibit 1.

Non-joint financed roads for which easements will be granted and covered by this Supplement are as follows: (Include the description of any Non-Cost Share Road Easements that will be granted by the parties as a part of this Supplement. If none, delete this statement.)

B. Road Name and/or Number,

*(Recommended Wording)

Beginning at (its junction with Road No. ___ in the)(a point on the ___ line of the (40 acre subdivision or Lot legal description (SW $\frac{1}{4}$ NW $\frac{1}{4}$ or Lot 1,Sec.35, T. ___ N., R. ___ E./W., BM), being approximately (___) mile(s) in length, and ending at (its junction with Road No. ___ in the)(a point on the ___ line of the) (40 acre subdivision or Lot legal description (SW $\frac{1}{4}$ SW $\frac{1}{4}$ or Lot 2,Sec.35, T. ___ N., R. ___ E./W., BM), and in the approximate location shown on Exhibit 1.

2. Plans and Specifications

The roads will be constructed and reconstructed in accordance with the plans and specifications filed with both parties in their respective offices at _____, and _____, Idaho.

3. Construction Program and Agreed Costs

A. Construction Program

*(Recommended wording for the joint financing/cost sharing of an existing road NOT being reconstructed)

(1) Road Name and/or Number. _____, Segment (A-B)

The Government/State has constructed the road identified in section 1-A of this Supplement at an agreed-upon cost to be shared of \$_____. The Government/State will be credited with right-of-way (acquisition cost and/or land value) of \$_____ for a total agreed upon cost to be shared of \$_____.

*(Recommended wording for the joint financing/cost sharing of an existing road to be reconstructed)

(2) Road Name and/or Number _____, Segment (B-C)

The Government/State has constructed the road identified in section 1-A of this Supplement at an agreed-upon cost to be shared of \$_____. The Government/State will reconstruct the road for at an agreed upon cost to be shared of \$_____. The Government/State will be credited with right-of-way (acquisition cost and/or land value) of \$_____ for a total agreed upon cost to be shared of \$_____.

*(Recommended wording for a previously joint financed/cost shared road to be reconstructed)

(3) Road Name and/or Road Number _____, Segment (C-D)

The Government/State will reconstruct the road identified in section 1-A of this Supplement at an agreed-upon cost to be shared of \$_____.

*(Recommended wording for the joint financing/cost sharing of a road to be constructed)
(4) Road Name and/or Road Number____, Segment (D-E)

The Government/State will construct the road identified in section 1-A of this Supplement at an agreed-upon cost to be shared of \$____. The Government/State will be credited land value of \$____ for a total cost to be shared of \$____.

*(Recommended wording for non-jointly financed/non-cost shared roads)
(5) Road Name and/or Number____, (Segment if used to identify)

The Government/State will receive a Non-Cost Share Easement for a road to be constructed as identified in section 1-B of this Supplement. Government/State will be credited with right-of-way land value of \$____.

B. Cost Estimates

Road Construction/Reconstruction cost estimates are agreed upon by the parties as set forth in the papers filed with them in their respective offices.

4. Basis of Cost Sharing

The parties agree that the share of the cost of construction and reconstruction to be borne by each party is set out in Schedule A attached hereto.

5. Method of Payment

*(Treat the excess cost of the party to a Supplement in one or a combination of the following ways:)

*(1. The following wording is to be used when planned excess cost of one party is to be fully amortized by the transfer of excess costs incurred by the other party in prior Supplements:)

It is intended that the Government/State excess cost of \$____ incurred under this Supplement will be amortized by the transfer of Government/State excess cost of \$____ incurred under Supplement No.____ of (date of Supplement), leaving an un-amortized Government/State excess cost of \$-0- under this Supplement.

*(2. The following wording is to be used when planned excess cost of one party is partially amortized by the transfer of excess costs incurred by the other party in prior Supplements leaving a balance to be amortized by one of the other methods:)

It is intended that the Government/State excess cost of \$____ incurred under this Supplement will be amortized by the transfer of Government/State excess cost of \$____ incurred under Supplement No.____ of (date of Supplement), leaving an un-amortized Government/State excess cost of \$____ under this Supplement.

"Government/State agrees to bear its (remaining unamortized) proportionate share of costs under this supplement by one or a combination of the following methods:

(1) By transfer of excess costs incurred by the Government/State under future supplements.

(2) By Government/State charging haulers of products from Federal/State lands at the rate of \$1.00 per MBF or an equivalent unit measure for products hauled over any shared road in the agreement area, or at such higher rate as may be approved by the Regional Forester/Director. The Government/State shall collect such payments and pay them to the Government/State. Lump sum payment is preferable to payments on an as-hauled basis.

(3) By payments to the Government/State from appropriated funds available for such purposes, by depositing funds with the constructing party either at the outset or as construction or reconstruction progresses or upon completion and final acceptance of construction, as the parties agree.

Any obligation of the Government made under this supplement is contingent upon passage of appropriations by Congress. The Government shall make no payment or charges until such appropriation becomes available for expenditure."(Include a corresponding statement for the State if applicable)

Provided that, the total amount received by Government/State from transfer of excess costs incurred by Government/State under future supplements, charges to haulers of products from Federal/State lands hauled over shared roads in the agreement area, and payments from appropriated funds available for such purposes shall not exceed the total outstanding Government/State excess cost balance incurred within the agreement area.

***(3. The Government/State may bear its share of the costs by prior deposit of funds for the work. When this option is selected the following wording is to be used:)**

The Government/State intends to bear its (remaining unamortized) proportionate share, or a portion thereof, by depositing \$____ in the appropriate account with the Government/State prior to the start of construction for use in performing its share of the work.

***(If the either party uses this method to bear all or a portion of their excess costs, the above clause shall follow the clause that transfers excess costs from prior supplements. If there is no transfer of excess costs from prior supplements, delete the words in parentheses. Cover, by Government/State collection right, any portion of the Government/State's excess costs not amortized by transfer of Government/State excess costs from prior supplements and deposits with the Government/State prior to start of construction. Use the following wording:)**

"Government/State agrees to bear its remaining unamortized proportionate share of costs under this supplement by one or a combination of the following methods:

(1) By transfer of excess costs incurred by the Government/State under future supplements.

(2) By Government/State charging haulers of products from Federal/State lands at the rate of \$1.00 per MBF or an equivalent unit measure for products hauled over any shared road in the agreement area, or at such higher rate as may be approved by the Regional Forester/Director. The Government/State shall collect such payments and pay them to the Government/State. Lump sum payment is preferable to payments on an as-hauled basis.

(3) By payments to the Government/State from appropriated funds available for such purposes, by depositing funds with the constructing party either at the outset or as construction or reconstruction progresses or upon completion and final acceptance of construction, as the parties agree.

Any obligation of the Government made under this supplement is contingent upon passage of appropriations by Congress. The Government shall make no payment or charges until such appropriation becomes available for expenditure. "*(Include a corresponding statement for the State if applicable)*"

Provided that, the total amount received by Government/State from transfer of excess costs incurred by Government/State under future supplements, charges to haulers of products from Federal/State lands hauled over shared roads in the agreement area, and payments from appropriated funds available for such purposes shall not exceed the total outstanding Government/State excess cost balance incurred within the agreement area.

*** (4. If the Government/State has excess costs not offset or otherwise amortized, use the following clause:)
Unless mortgaged by other credits, it is intended that the Government/State shall recover Government/State's excess costs incurred under this Supplement by one or a combination of the following methods:**

(1) By transfer of excess costs incurred by the Government/State under future supplements.

(2) By Government/State charging haulers of products from Federal/State lands at the rate of \$1.00 per MBF or an equivalent unit measure for products hauled over any shared road in the agreement area, or at such higher rate as may be approved by the Regional Forester/Director. The Government/State shall collect such payments and pay them to the Government/State. Lump sum payment is preferable to payments on an as-hauled basis.

(3) By payments to the Government/State from appropriated funds available for such purposes, by depositing funds with the constructing party either at the outset or as construction or reconstruction progresses or upon completion and final acceptance of construction, as the parties agree.

Any obligation of the Government made under this supplement is contingent upon passage of appropriations by Congress. The Government shall make no payment or charges until such appropriation becomes available for expenditure. "*(Include a corresponding statement for the State if applicable)*"

Provided that, the total amount received by Government/State from transfer of excess costs incurred by Government/State under future supplements, charges to haulers of products from Federal/State lands hauled over shared roads in the agreement area, and payments from appropriated funds available for such purposes shall not exceed the total outstanding Government/State excess cost balance incurred within the agreement area.

6. Continued Effectiveness of Agreement

Except as otherwise agreed herein, all terms, provisions, and agreements of the aforesaid Agreement shall be and continue in full force and effect.

(EDIT NOTES – TO BE DELETED)

- Wording within parentheses that is preceded by an (*) is instructional and advisory and should be deleted from the final document.
- Wording in **BOLD** type will be either recommended wording or may be situational mandatory wording. In each case, instructions are given as to whether or not the wording is recommended or situational.
- Words contained in *italics* are so designated to be used as an example or to denote optional inclusion depending on the situation when used.

IN WITNESS WHEREOF, the parties hereto have caused this _____ Supplement (_____ National Forest) to be properly executed by their respective representatives on this _____ day of _____, 20__.

STATE OF IDAHO,
DEPARTMENT OF LANDS

By _____
WINSTON S. WIGGINS

Title Director, Idaho Department of Lands

UNITED STATES OF AMERICA

By _____
Name _____

Title Forest Supervisor
_____, National Forest
USDA – Forest Service

SCHEDULE A

SUMMARY OF SHARES AND EXCESS COSTS

Road No. & Segment	Total Agreed Cost	GOVERNMENT(US)			COOPERATOR(STATE)			EXCESS COSTS	
		Contribution	Share %	Share \$	Contribution	Share %	Share \$	U.S. FOR STATE (State owes U.S.)	STATE FOR U.S. (U.S. owes State)
***** A-B	\$____	\$____	____%	\$____	\$____	____%	\$____	\$____	
***** B-C	\$____	\$____	____%	\$____	\$____	____%	\$____		\$____
TOTALS	\$____	\$____	N/A	\$____	\$____	N/A	\$____	\$____	\$____

EXCESS COSTS:	UNITED STATES OWES STATE	\$____
OR		
EXCESS COSTS:	STATE OWES UNITED STATES	\$____

List of Required Supplement Exhibits and Support Documents

Required Supplement Exhibits and Inclusions

- I. Exhibit 1 – Supplement Tributary Area Map
- II. Schedule A – Summary of Shares and Excess Costs
- III. Fact Sheet (Including following Exhibits:)
 - a. Exhibit 1 – Supplement Tributary Area Map
 - b. Exhibit 2 – Summary of Shares and Excess Cost
 - c. Exhibit 3 – Table of Tributary Acres by Tributary Area
 - d. Exhibit 4 – Table of Tributary Areas and Acres by Road Segment
 - e. Exhibit 5 – Road Cost Estimates and Calculation of Shares by Road Segment
 - f. Exhibit 6 – Determination/Agreement of Right of Way land valuation and/or right of way acquisition costs and tabular summary by road segment. (Exhibit 6 is optional if the determination and agreement is documented in the body of the Fact Sheet and agreed values and/or costs are included on the road cost estimates forms).
 - g. Exhibit 7 – Agreement Area Balance Sheet, with planned amortization of Supplement Excess Costs

Note: Exhibits included as a part of the Fact Sheet may vary somewhat by number and inclusion on a case by case basis. The above inclusion of exhibits describes the minimum needs to adequately display the Facts associated with the planned cost share project.

Required Supplement Support Documents

- 1. Approved NEPA Documentation and Decision Document
- 2. Transportation and Logging System Plan if separate from NEPA documentation
- 3. Road Construction/Reconstruction Plans and Specifications

Supplement Case File Contents

- 1. Fully Executed Supplement and Exhibits
- 2. Approved Fact Sheet and Exhibits
- 3. Road Construction/Reconstruction Plans and Specifications
- 4. Approved NEPA/MEPA documentation and Decision Document
- 5. Transportation and Logging Systems Plan if separate from NEPA/MEPA documentation
- 6. Copies of Easements Acquired/Granted (Forest Service file will also included copies of Title Package and Final Title Opinion for Acquisitions)
- 7. Backup and supporting data
- 8. All correspondence associated with Supplement including initial proposal and subsequent agreements
- 9. Documentation of project completion and final project acceptance by the parties
- 10. Any subsequent Supplement Amendments